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Shahrashian and All Others Similarly
12 *Situated*

13 **UNITED STATES DISTRICT COURT**

14 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

15 VICTORIA SHAHRASHIAN,
Individually and on behalf of All Others
16 Similarly Situated,

17 Plaintiff,

18 v.

19 WAL-MART STORES, INC., a
Delaware Corporation; WALGREEN
20 CO., an Illinois Corporation; TARGET
CORPORATION, a Minnesota
21 Corporation; GNC HOLDINGS, INC.,
a Delaware Corporation; and DOES 1-
22 10, Inclusive,

23 Defendants.

Case No. 2:15-cv-00978

CLASS ACTION

COMPLAINT FOR INJUNCTIVE
RELIEF AND DAMAGES:

- (1) CALIFORNIA UNFAIR
COMPETITION LAW (CAL. BUS. &
PROF. CODE §17200 *ET SEQ.*)
- (2) CALIFORNIA FALSE
ADVERTISING LAW (CAL. BUS. &
PROF. CODE § 17500 *ET SEQ.*)
- (3) CALIFORNIA CONSUMERS
LEGAL REMEDIES ACT (CAL. CIV.
CODE § 1750 *ET SEQ.*)
- (4) NEGLIGENT
MISREPRESENTATION

REQUEST FOR JURY TRIAL

1 Plaintiff Victoria Shahrashian, individually and on behalf of all others
2 similarly situated (“Plaintiff”), hereby alleges and complains the following facts and
3 counts against defendants Wal-Mart Stores, Inc., Walgreen Co., Target Corporation,
4 GNC Holdings, Inc., and Does 1 through 10, inclusive, and requests a trial by jury
5 of all issues and causes of action so triable.

6 **INTRODUCTION**

7 1. This complaint challenges the corporate policies and practices of
8 defendants Wal-Mart Stores, Inc., Walgreen Co., GNC Holdings, Inc., Target
9 Corporation, and Does 1 through 10, inclusive (“Defendants”), who falsely,
10 unlawfully, unfairly, and deceptively manufacture, market, distribute and/or sell to
11 consumers their herbal dietary supplement products that do not contain the primary
12 herbal supplement identified on the product labeling or only contain trace amounts
13 thereof, and instead contain other ingredients not identified on the labeling.
14 Defendants’ policies and practices pose serious risks to public health and safety and
15 violate the rights of consumers under state consumer protection statutes and
16 common law. Defendants must be held accountable for their violations of law and
17 stopped from causing further harm to consumers.

18 2. Plaintiff brings this complaint on behalf of herself and the classes
19 defined herein, whose rights Defendants violated and continue to violate and whose
20 health and safety Defendants have placed at risk, between February 2, 2011, and the
21 present (the “Class Period”).

22 **PARTIES**

23 3. Plaintiff Victoria Shahrashian is, and at all material times, has been, a
24 California citizen residing in Pasadena, Los Angeles County, California. Plaintiff
25 purchased and/or caused to be purchased from Defendants a herbal dietary
26 supplement product labeled as “Echinacea” for her personal use on several
27 occasions, including purchase and use in or about November 2014 of a 100-capsule
28 bottle labeled “Echinacea” that was manufactured, marketed, distributed and/or sold

1 by Wal-Mart Stores, Inc. under its private-label “Spring Valley” store brand (Lot #
2 214164762) from Wal-Mart Stores, Inc.’s store located at 1600 Mountain Avenue,
3 Duarte, California 91010. Prior to purchase and use of Defendants’ products,
4 Plaintiff was exposed to and saw Defendants’ representations regarding the product
5 ingredients by reading the product labeling. Plaintiff purchased and used these
6 products in reliance on these representations, believing that the products contained
7 Echinacea or predominant amounts thereof, and did not contain other ingredients not
8 identified on the label. Plaintiff suffered harm and incurred damages as a direct and
9 proximate result of Defendants’ conduct alleged herein.

10 4. Defendant Wal-Mart Stores, Inc. is, and at all material times has been,
11 a corporation organized and existing under the laws of Delaware, with a principal
12 place of business located at 702 S.W. 8th Street, Bentonville, Arkansas 72716, and
13 stores throughout the country, including a store located at 1600 Mountain Avenue,
14 Duarte, California 91010. Wal-Mart Stores, Inc. manufactures, markets, distributes
15 and/or sells a “private-label” store brand of dietary supplements under the name
16 “Spring Valley,” including but not limited to a dietary supplement product labeled
17 “Echinacea.” Wal-Mart Stores, Inc. is operating and conducting business under the
18 laws of California and regularly conducts business throughout the Central District of
19 California, including Los Angeles County, California.

20 5. Defendant Walgreen Co. is, and at all material times has been, a
21 corporation organized and existing under the laws of Illinois, with a principal place
22 of business located at 108 Wilmot Road, Deerfield, Illinois 60015, and stores
23 throughout the country, including numerous stores within this District and Division.
24 Walgreen Co. manufactures, markets, distributes and/or sells a “private-label” store
25 brand of dietary supplements under the name “Finest Nutrition.” Walgreen Co. is
26 operating and conducting business under the laws of California and regularly
27 conducts business throughout the Central District of California, including Los
28 Angeles County, California.

1 6. Defendant Target Corporation is, and at all material times has been, a
2 corporation organized and existing under the laws of Minnesota, with a principal
3 place of business located at 1000 Nicollet Mall, Minneapolis, Minnesota 55403, and
4 stores throughout the country, including numerous stores within this District and
5 Division. Target Corporation manufactures, markets, distributes and/or sells a
6 “private-label” store brand of dietary supplements under the name “Up & Up.”
7 Target Corporation is operating and conducting business under the laws of
8 California and regularly conducts business throughout the Central District of
9 California, including Los Angeles County, California.

10 7. Defendant GNC Holdings, Inc. is, and at all material times has been, a
11 Delaware corporation organized and existing under the laws of Pennsylvania, with a
12 principal place of business located at 300 Sixth Avenue, Pittsburgh, Pennsylvania
13 15222, and stores throughout the country, including numerous stores within this
14 District and Division. GNC Holdings, Inc. manufactures, markets, distributes and/or
15 sells a “private-label” store brand of dietary supplements under the name “Herbal
16 Plus.” GNC Holdings, Inc. is operating and conducting business under the laws of
17 California and regularly conducts business throughout the Central District of
18 California, including Los Angeles County, California.

19 8. The Defendants sued by the fictitious names DOES 1 through 10 are
20 persons or entities whose true names and identities are currently unknown to
21 Plaintiff. Plaintiff will amend this Complaint to allege the true names and capacities
22 of these fictitiously named Defendants when they are ascertained. Each of the
23 fictitiously named Defendants is responsible for the conduct alleged in this
24 Complaint. Through their conduct, the fictitiously named Defendants actually and
25 proximately caused the damages of Plaintiff and the Class.

26 9. In this Complaint, Defendants Wal-Mart Stores, Inc., Walgreen Co.,
27 GNC Holdings, Inc., Target Corporation, and Does 1 through 10, inclusive, are
28 sometimes referred to individually as “Defendant” or by name, and are sometimes

1 referred to collectively as “Defendants,” or “the Defendants.”

2 10. At all times mentioned herein, each Defendant was acting as the agent
3 and/or employee of each of the remaining Defendants and was at all times acting
4 within the purpose and scope of such agency and employment. In doing the acts
5 alleged herein, each Defendant, and its officers, directors, members, owners,
6 principals, or managing agents (where the defendant is a corporation, limited
7 liability company, or other form of business entity) authorized and/or ratified the
8 conduct of each other Defendant and/or of his/her/its employees.

9 **JURISDICTION AND VENUE**

10 11. This Court has original jurisdiction over this action under the Class
11 Action Fairness Act, 28 U.S.C. § 1332(d), because this is a class action in which (i)
12 the proposed class and/or subclass consists of more than 100 members; (ii) at least
13 some members of the proposed class and/or subclass are citizens of a state different
14 from at least one of the defendants; and (iii) the matter in controversy exceeds
15 \$5,000,000, exclusive of interest and costs.

16 12. Venue is proper in the Central District of California, Western Division,
17 pursuant to 28 U.S.C. § 1391(a) because a substantial part of the events that give
18 rise to the claims herein occurred in this District. In particular, Plaintiff’s purchase
19 and use of Defendants’ supplement products took place within this District and
20 Division. Venue is also proper because Defendants transact substantial business in
21 this District and Division.

22 **FACTUAL BACKGROUND**

23 13. The Dietary Supplement Health and Education Act of 1994
24 (“DSHEA”) defines a dietary supplement as a product other than tobacco intended
25 to supplement the diet that bears or contains one or more of the following
26 ingredients: a vitamin; a mineral; an herb or other botanical; an amino acid; a dietary
27 supplement used by man to supplement the diet by increasing the total dietary
28 intake; or a concentrate, metabolite, constituent, extract, or some combination of the

1 above ingredients. Dietary supplements are intended for ingestion in pill, capsule,
2 tablet, powder or liquid form, are not represented for use as a conventional food or
3 as the sole item of a meal or diet, and are labeled as a “dietary supplement.”

4 14. The United States Food and Drug Administration (“FDA”) does not
5 regulate the manufacture, marketing or distribution of dietary supplements in the
6 same manner as prescription drugs. Indeed, the DSHEA defined dietary supplements
7 as a category of food subject to different regulations than prescription drugs. Thus,
8 manufacturers and distributors of dietary supplements are not required to obtain
9 FDA approval prior to manufacture or distribution, nor does the FDA monitor
10 labeling to ensure the information listed on product labeling is truthful and not
11 misleading. In essence, the dietary supplement industry has been left to regulate
12 itself.

13 15. The risks posed to the health and safety of the public from the lack of
14 regulation of dietary supplements are serious. Consumers may suffer adverse
15 reactions from dietary supplements that are adulterated or that interact adversely
16 with prescribed drugs. Other than the assurances of manufacturers and distributors,
17 consumers have no reasonable way of knowing whether the dietary supplement they
18 purchase or use contains the ingredients listed on the label, and does not contain any
19 ingredients not listed on the label.

20 16. Plaintiff is informed, believes, and thereupon alleges that each of the
21 Defendants have been manufacturing, distributing, marketing and selling “private-
22 label” store brand herbal supplement products, since at least the beginning of the
23 Class Period, which failed to contain the primary supplement at all or contained only
24 trace amounts thereof, and contained filler ingredients not identified on the product
25 labels.

26 17. Despite Defendants’ longstanding policies and practices, Plaintiff and
27 Class Members were not aware and, indeed, could not have reasonably discovered
28 Defendants’ wrongdoing until on or after February 2, 2015, when New York’s

1 Office of the Attorney General (NY AG) issued letters to each of the Defendants
2 disclosing the results of ongoing investigations into certain of Defendants' products
3 and the validity of certain of Defendants' representations and advertising, and news
4 reports broke of the NY AG's investigation results.

5 18. The NY AG's February 2, 2015 letter to Wal-Mart Stores, Inc. advised
6 that its investigation of six popular "Spring Valley" store brand dietary supplement
7 products, Ginko Biloba, St. John's Wort, Ginseng, Garlic, Echinacea, and Saw
8 Palmetto, which were purchased at three different stores in New York state and then
9 genetically tested using DNA barcoding technology five times per sample, revealed
10 that all of the tested dietary supplement products were either unrecognizable or
11 contained substances other than what they were claimed to be and therefore
12 constituted contaminated or substituted products. Indeed, only four percent of tests
13 yielded DNA matching the product label, 40% tested for botanical material other
14 than what was identified on the label, and 56% yielded no plant DNA at all. A chart
15 identifying, among other things, the product tested, its lot number, and the address
16 where the product was purchased, was attached to the NY AG's letter. The lot
17 number on the label of the Spring Valley "Echinacea" product Plaintiff purchased,
18 caused to be purchased, and/or used in or about November 2014, matches the lot
19 number for one of the Echinacea-labeled products listed on the chart. According to
20 the NY AG's report, the Echinacea-labeled products tested did not identify any plant
21 genetic material of any sort.

22 19. The NY AG's February 2, 2015 letter to Walgreen Co. similarly
23 advised that its investigation of six popular "Finest Nutrition" store brand dietary
24 supplement products, Ginko Biloba, St. John's Wort, Ginseng, Garlic, Echinacea,
25 and Saw Palmetto, which were purchased at three different stores in New York state
26 and then genetically tested using DNA barcoding technology five times per sample,
27 revealed that five of the six tested dietary supplement products were either
28 unrecognizable or contained substances other than what they were claimed to be and

1 therefore constituted contaminated or substituted products. Only eighteen percent of
2 tests yielded DNA matching the product label; 45% tested for botanical material
3 other than what was on the label, and 37% yielded no plant material at all. A chart
4 identifying, among other things, the product tested, its lot number, and the address
5 where the product was purchased, was attached to the NY AG's letter.

6 20. The NY AG's February 2, 2015 letter to Target Corporation similarly
7 advised that its investigation of six popular "Up & Up" store brand dietary
8 supplement products, Ginko Biloba, St. John's Wort, Valerian Root, Garlic,
9 Echinacea, and Saw Palmetto, which were purchased at three different stores in New
10 York state and then genetically tested using DNA barcoding technology five times
11 per sample, revealed that three of the six tested dietary supplement products were
12 either unrecognizable or contained substances other than what they were claimed to
13 be and therefore constituted contaminated or substituted products. Forty-one percent
14 of tests yielded DNA matching the product label; 21% tested for botanical material
15 other than what was on the label, and 38% yielded no plant material at all. A chart
16 identifying, among other things, the product tested, its lot number, and the address
17 where the product was purchased, was attached to the NY AG's letter.

18 21. The NY AG's February 2, 2015 letter to GNC Holdings, Inc. similarly
19 advised that its investigation of six popular "Herbal Plus" store brand dietary
20 supplement products, Ginko Biloba, St. John's Wort, Ginseng, Garlic, Echinacea,
21 and Saw Palmetto, which were purchased at four different stores in New York state
22 and then genetically tested using DNA barcoding technology five times per sample,
23 revealed that five of the six tested dietary supplement products were either
24 unrecognizable or contained substances other than what they were claimed to be and
25 therefore constituted contaminated or substituted products. Twenty-two percent of
26 tests yielded DNA matching the product label; 33% tested for botanical material
27 other than what was on the label, and 45% yielded no plant material at all. A chart
28 identifying, among other things, the product tested, its lot number, and the address

1 where the product was purchased, was attached to the NY AG's letter.

2 22. All of the allegations contained in this Complaint are based upon
3 information and belief, except for those pertaining to Plaintiff and her counsel.
4 Plaintiff's information and belief are based upon, among other things, the
5 investigation that Plaintiff and her counsel have conducted to date. The allegations
6 in this Complaint are substantiated by evidentiary support, or are likely to be
7 substantiated by evidentiary support upon further investigation and discovery.

8 **CLASS ACTION ALLEGATIONS**

9 23. Plaintiff brings this action, on behalf of herself and all others similarly
10 situated, as a class action pursuant to Federal Rule of Civil Procedure 23. This
11 action may be brought and properly maintained as a class action because Plaintiff
12 satisfies the numerosity, adequacy, typicality, and commonality pre-requisites for
13 suing as a representative party pursuant to Rule 23.

14 24. **Class Definition.** The proposed, nationwide plaintiff Class that
15 Plaintiff seeks to represent is preliminarily composed of and defined as follows:

16 All persons within the United States who purchased and/or used Wal-
17 Mart's "Spring Valley" brand, Walgreen's "Finest Nutrition" brand,
18 Target's "Up & Up" brand, or GNC's "Herbal Plus" brand herbal
19 dietary supplements during the period February 2, 2011, through the
20 present ("Class").

21 Plaintiff also seeks to represent a proposed California plaintiff subclass that is
22 preliminarily composed of and defined as follows:

23 All persons within California who purchased and/or used Wal-Mart's
24 "Spring Valley" brand, Walgreen's "Finest Nutrition" brand, Target's
25 "Up & Up" brand, or GNC's "Herbal Plus" brand herbal dietary
26 supplements during the period February 2, 2011 through the present
27 ("California Subclass").

28 25. Excluded from the Class and California Subclass (collectively, the
"Class") are Defendants named herein; officers and directors of Defendants;
members of the immediate family of any Defendant; any judges or justices to whom
this action is assigned and their immediate families; and the legal representatives,

1 heirs, successors, or assigns of any such excluded party.

2 26. Plaintiff reserves the right to amend or otherwise alter the Class
3 definitions presented to the Court at the appropriate time, or propose or eliminate
4 sub-classes, in response to facts learned through discovery, legal arguments
5 advanced by Defendants, or otherwise.

6 27. **Numerosity and Ascertainability**. The members of the Class are so
7 numerous that joinder of all members is impracticable. Although the precise number
8 of Class members is unknown to Plaintiff at this time, Plaintiff estimates that there
9 are more than 100 and it is likely that there are thousands of putative Class
10 members. Moreover, the precise number of Class members and their addresses may
11 be obtained from a review of Defendants' own records and/or records in the control
12 of Defendants. This information may then be used to contact potential Class
13 members.

14 28. **Typicality**. Plaintiff is a Class member. Her claims are typical of the
15 claims of other members of the Class and California Subclass that she seeks to
16 represent. Plaintiff alleges that the herbal dietary supplement product purchased
17 from Wal-Mart Stores, Inc. in or about November 2014, among other products she
18 purchased from Defendants during the Class Period, did not contain Echinacea or a
19 predominant amount thereof, and contained other ingredients not identified on the
20 product's label, in violation of statutory consumer protection laws and common law.
21 The harm that Plaintiff and all other Class members suffered arose from, and was
22 caused by, the same conduct by Defendants. Defendants have acted, or refused to
23 act, on grounds generally applicable to the Class, thereby making injunctive relief
24 and damages appropriate with respect to the Class as a whole.

25 29. **Adequacy of Representation**. Plaintiff will fairly and adequately
26 represent and protect the interests of the Class members. Plaintiff has retained
27 counsel that is competent and experienced in consumer class action litigation to
28 ensure such protection. Plaintiff and her counsel intend to prosecute this action

1 vigorously for the benefit of the Class. Plaintiff has no interests that are antagonistic
2 to those of the Class. Plaintiff has no interests that are in conflict with those of the
3 Class.

4 30. **Superiority**. A class action is superior to other available methods for
5 the fair and efficient adjudication of this controversy for several reasons. First, the
6 damages suffered by each Class member are too small to warrant individual pursuit
7 and thus a class action is the only viable method to obtain damages and other relief
8 from Defendants. Second, class treatment would be superior to adjudicating
9 individual cases due to the much greater expense and burden that individual
10 litigation would impose upon the courts. Third, if Class members sought relief
11 through individual actions, inconsistent or varying adjudications in their individual
12 cases could establish incompatible standards of conduct for the Defendants.

13 31. **Predominance of Common Questions of Law and Fact**. There exists
14 a well-defined community of interest in the questions of law and fact involved in
15 this case against Defendants, and in obtaining appropriate relief for Defendants'
16 violations of consumer rights under statutes and common law. The following
17 questions of law and fact common to the Class predominate over any individualized
18 issues and the answers to these questions are apt to drive the resolution of the
19 litigation:

- 20 a. Whether, during the Class Period, Defendants manufactured,
21 marketed, distributed and/or sold herbal dietary supplements that
22 did not contain the herbal ingredient identified on the product
23 label;
- 24 b. Whether, during the Class Period, Defendants manufactured,
25 marketed, distributed and/or sold herbal dietary supplements that
26 contained ingredients not identified on the product label;
- 27 c. Whether Defendants' actions as alleged herein violated
28 California's Unfair Competition Act;

- 1 d. Whether Defendants' actions as alleged herein violated
- 2 California's False Advertising Act;
- 3 e. Whether Defendants' actions as alleged herein violated
- 4 California's Consumers Legal Remedies Act;
- 5 f. Whether Defendants' actions as alleged herein constitute
- 6 negligent misrepresentation under common law;
- 7 g. Whether Defendants' actions caused them to be unjustly
- 8 enriched;
- 9 h. Whether Plaintiff and Class members are entitled to recover
- 10 damages as a result of Defendants' violations of their rights
- 11 under statutory and common laws as alleged herein; and
- 12 i. Whether Plaintiff and Class members are entitled to injunctive
- 13 relief to enjoin or restrain the Defendants from committing
- 14 further violations of consumer rights under statutory and
- 15 common law.

16 32. The core factual and legal issues are the same for all Class members:
17 (1) whether the Class member purchased and/or used one or more of Defendants'
18 store brand herbal dietary supplements during the Class Period; (2) whether the
19 product purchased and/or used failed to contain the herbal ingredient identified on
20 the product or contained other ingredients not listed on the label; (3) the harm
21 Plaintiff and Class members suffered thereby; and (4) the measure of damages.

22 33. Plaintiff is unaware of any difficulties that are likely to be encountered
23 in the management of this action that would preclude its maintenance as a class
24 action.

25 34. The nature of notice to the proposed Class is contemplated to be by
26 direct mail and/or email upon certification of the Class or, if such notice is not
27 practicable, by the best notice practicable under the circumstance including, *inter*
28 *alia*, publication in major newspapers and/or on the internet.

1 41. Defendants have violated the unfair prong of California Business and
2 Professions Code section 17200 *et seq.* because Defendants' policies and practices
3 as set forth above offend established public policy and because the harm they cause
4 to consumers greatly outweighs any benefits associated with those practices.
5 Defendants' conduct as alleged herein also impaired competition within the dietary
6 supplement industry. Defendants' conduct also prevented Plaintiff from making
7 fully informed decisions about whether to purchase and/or use dietary supplement
8 products from other manufacturers and distributors, purchase and/or use less
9 expensive product, or purchase and/or use the products at all.

10 42. Defendants have violated the unlawful prong of California Business
11 and Professions Code section 17200 *et seq.* because Defendants' policies and
12 practices described above violate California laws, including but not limited to: (1)
13 California's False Advertising Law; (2) California's Consumers Legal Remedies
14 Act; and (3) California's Sherman Food, Drug and Cosmetic Law, Health and Safety
15 Code section 109875 *et seq.*, and its prohibitions against misbranding and false
16 advertising of dietary supplement products (Cal. Health & Safety Code §§ 110760
17 and 110398). Plaintiff reserves the right to allege other violations of law, which
18 constitute other unlawful business acts or practices. Such conduct is ongoing and
19 continues to this date.

20 43. Plaintiff has standing under the UCL because she suffered injury in
21 fact, including losing money or property, as a result of Defendants' unfair, unlawful
22 and/or deceptive practices.

23 44. All of the wrongful conduct alleged herein occurred, and continues to
24 occur, in the conduct of Defendants' business. Defendants' wrongful conduct is part
25 of a pattern or generalized conduct that is still perpetuated and repeated, both in
26 California and nationwide.

27 45. Plaintiff requests this Court enter such orders or judgments to enjoin
28 Defendants from continuing their unfair, unlawful, and/or deceptive practices and to

1 restore to Plaintiff and members of the Class any money Defendants acquired by
2 unfair competition, as provided in California Business and Professions Code section
3 17203, and for such other relief set forth below.

4 **COUNT TWO**

5 **VIOLATION OF THE CALIFORNIA FALSE ADVERTISING LAW**

6 **(Cal. Bus. & Prof. Code § 17500 et seq.)**

7 46. Plaintiff realleges and incorporates herein by this reference all of the
8 foregoing paragraphs, above, as though set forth in full herein.

9 47. California Business and Professions Code section 17500 states: “It is
10 unlawful for any ... corporation ... with intent directly or indirectly to dispose of real
11 or personal property ... to induce the public to enter into any obligation relating
12 thereto, to make or disseminate or cause to be made or disseminated ...from this
13 state before the public in any state, in any newspaper or other publication, or any
14 advertising device, ... or in any other manner or means whatever, including over the
15 Internet, any statement ... which is untrue or misleading, and which is known, or
16 which by the exercise of reasonable care should be known, to be untrue or
17 misleading.”

18 48. Defendants caused to be made or disseminated through California and
19 the United States, through product labeling and advertising, statements and
20 omissions that were untrue or misleading with respect to the ingredients contained in
21 the Defendants’ store-brand dietary supplement products, and which were known, or
22 which by exercising reasonable care should have been known, to Defendants to be
23 untrue and misleading to Plaintiff and Class members.

24 49. Defendants have violated California Business and Professions Code
25 section 17500 because the misrepresentations and omissions made by Defendants on
26 product labeling of their store-brand dietary supplements regarding the ingredients
27 contained in the dietary supplement products were material and likely to deceive a
28 reasonable consumer.

1 50. Plaintiff has standing because, as set forth above, she suffered injury in
2 fact, including losing money or property, as a result of Defendants' false
3 advertising.

4 51. All of the wrongful conduct alleged herein occurred, and continues to
5 occur, in the conduct of Defendants' business. Defendants' wrongful conduct is part
6 of a pattern or generalized conduct that is still perpetuated and repeated, both in
7 California and nationwide.

8 52. Plaintiff requests this Court enter such orders or judgments as may be
9 necessary to enjoin Defendants from continuing their false advertising and to restore
10 to Plaintiff and members of the Class any monies Defendants acquired by such acts,
11 and for such other relief set forth below.

12 **COUNT THREE**

13 **VIOLATION OF CALIFORNIA CONSUMERS LEGAL REMEDIES ACT**

14 **(Cal. Civ. Code § 1750 et seq.)**

15 53. Plaintiff realleges and incorporates herein by this reference all of the
16 foregoing paragraphs, above, as though set forth in full herein.

17 54. Plaintiff brings this count against all Defendants on behalf of the
18 nationwide Class defined herein because similar statutes that are identical in
19 material respects are in effect in states that are a part of the alleged nationwide
20 Class. In the alternative, Plaintiff brings this count against all Defendants on behalf
21 of the California Subclass only.

22 55. Defendants are "persons" under California Civil Code section 1761(c).

23 56. Plaintiff and Class members are "consumers," as defined by California
24 Civil Code section 1761(d), who purchased dietary supplements manufactured,
25 marketed, distributed and/or sold by Defendants, which are considered "goods"
26 within the meaning of the Consumers Legal Remedies Act ("CLRA"), California
27 Civil Code sections 1750 et seq.

28 57. Defendants engaged in both unfair and deceptive acts or practices that

1 violated the CLRA as described in this Complaint.

2 58. Defendants engaged in deceptive business practices prohibited by the
3 CLRA by: (1) representing their store-brand dietary supplement products have
4 characteristics, uses, benefits, and qualities which they do not have; (2) representing
5 these products are of a particular standard, quality, and grade when they are not; and
6 (3) advertising these products through product labeling with the intent not to sell
7 them as advertised.

8 59. Defendants violated the CLRA by misrepresenting material facts on the
9 product labeling, as described above, when the representations were false and
10 misleading.

11 60. A reasonable consumer would not have purchased or paid as much as
12 for the products had Defendants disclosed the products did not contain the herbal
13 ingredient identified on the product labeling or contained only trace amounts
14 thereof, and contained other ingredients not listed on the label, because such
15 information is material to a reasonable consumer.

16 61. Because of its violations of the CLRA detailed above, Defendants have
17 caused and continue to cause actual damage to Plaintiff and the Class, and, if not
18 stopped, Defendants will continue to cause such harm. Had Plaintiff and absent
19 Class members known of the issues with Defendants' dietary supplement products,
20 they would not have purchased or used these products and/or paid as much for them.
21 Indeed, Plaintiff relied on Defendants' misrepresentations and would not have
22 purchased or used Defendants' products had she known of these issues. As a direct
23 and proximate result of Defendants' CLRA violations, Plaintiff and Class members
24 have suffered damages, including losing money or property, as a result of
25 Defendants' unfair, unlawful and/or deceptive practices.

26 62. On February 10, 2015, Plaintiffs' counsel sent a letter to Defendants by
27 certified mail, return receipt requested, that contained notice of Defendants'
28 violations of the CLRA and a demand for relief from Defendants. A true and correct

1 copy of the letter, without enclosure, is attached to this Complaint as Exhibit A, and
2 incorporated herein by reference. If Defendants fail to rectify or agree to rectify the
3 problems associated with the actions detailed above and give notice to all affected
4 consumers within 30 days of the date of written notice pursuant to California Civil
5 Code section 1782, Plaintiff will amend this Complaint to add claims for actual,
6 punitive, and statutory damages, as appropriate.

7 63. Plaintiff and Class members also request this Court enter such orders or
8 judgments as may be necessary to restore to any person any money acquired with
9 such unfair business practices, and for such other relief, including attorneys' fees
10 and costs, as provided in Civil Code section 1780 and the Prayer for Relief.

11 64. Plaintiff includes an affidavit with this Complaint that shows venue in
12 this District is proper, to the extent such an affidavit is required by California Civil
13 Code section 1780(d).

14 **FOURTH COUNT**

15 **NEGLIGENT MISREPRESENTATION**

16 65. Plaintiff realleges and incorporates herein by this reference all of the
17 foregoing paragraphs, above, as though set forth in full herein.

18 66. Plaintiff brings this count against all Defendants on behalf of the
19 nationwide Class defined herein because similar common laws that are identical in
20 material respects are in effect in states that are a part of the alleged nationwide
21 Class. In the alternative, Plaintiff brings this count against all Defendants on behalf
22 of the California Subclass only

23 67. Defendants made representations to Plaintiff and Class members
24 concerning the ingredients on Defendants' store-brand dietary supplement products
25 that were not true.

26 68. Defendants had no reasonable grounds for believing these
27 representations were true when they made them, yet they intended that Plaintiff and
28 Class members rely on these representations.

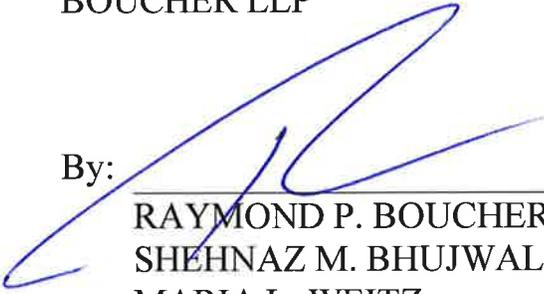
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- 8. Award reasonable attorneys' fees and costs;
- 9. Award the class representatives an appropriate incentive award; and
- 10. Grant such further relief that this Court deems appropriate.

DATED: February 10, 2015

Respectfully submitted,

BOUCHER LLP

By: 

RAYMOND P. BOUCHER
SHEHNAZ M. BHUJWALA
MARIA L. WEITZ

LAW OFFICES OF SAHAG MAJARIAN II
SAHAG MAJARIAN II

*Attorneys for Plaintiff
Victoria Shahrashian and the Putative
Class*

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REQUEST FOR JURY TRIAL

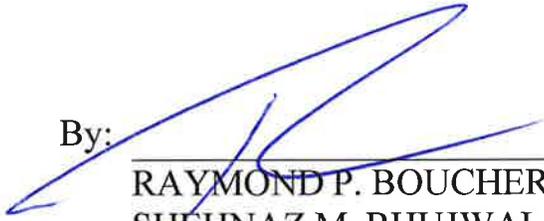
Plaintiff, individually and on behalf of a class of all others similarly situated (“Plaintiff”), by and through her undersigned counsel of record, hereby respectfully requests a jury trial on all issues and counts so triable.

DATED: February 10, 2015

Respectfully submitted,

BOUCHER LLP

By:



RAYMOND P. BOUCHER
SHEHNAZ M. BHUJWALA
MARIA L. WEITZ

LAW OFFICES OF SAHAG MAJARIAN II

SAHAG MAJARIAN II

*Attorneys for Plaintiff
Victoria Shahrashian and the Putative
Class*

EXHIBIT A

BOUCHER LLP

February 10, 2015

Via Certified Mail
Return Receipt Requested

Wal-Mart Stores, Inc.
C/O CT Corporation System
818 W. Seventh Street, 2nd Floor
Los Angeles, CA 90017

Walgreen Co.
C/O CSC Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Wal-Mart Stores, Inc.
702 SW 8th St
Bentonville, AR 72716

Walgreen Co.
300 Wilmot Road
Deerfield, IL 60015

Target Corporation
C/O CT Corporation System
818 W. Seventh Street, 2nd Floor
Los Angeles, CA 90017

GNC Holdings, Inc.
C/O National Registered Agents, Inc.
818 W. Seventh Street
Los Angeles, CA 90017

Target Corporation
1000 Nicollet Mall
Minneapolis, MN 55403

GNC Holdings, Inc.
300 Sixth Avenue
Pittsburgh, PA 15222

Re: *Shahrashian v. Wal-Mart Stores, Inc., Target Corporation, Walgreen Co., and GNC Holdings, Inc. et al.*

To Whom It May Concern:

Please be advised that Boucher LLP and Law Offices of Sahag Majarian II represent plaintiff Victoria Shahrashian, who has filed a putative class action on behalf of herself and a proposed class of similarly situated individuals against defendants Wal-Mart Stores, Inc., Walgreen Co., Target Corporation, and GNC Holdings, Inc., (collectively "Defendants"). Plaintiff's complaint was filed on February 10, 2015, in the United States District Court for the Central District of California, Western Division. A copy of the complaint is enclosed herewith.

This correspondence shall serve as notice to Defendants, pursuant to California Civil Code section 1782(a)(2), which is part of the Consumers Legal Remedies Act (Cal. Civ. Code §§ 1750, et seq.) ("CLRA"), of the particular methods, acts, or practices by Defendants that allegedly violate the CLRA. Plaintiff demands that Defendants redress the violations of the CLRA described in the enclosed complained and detailed below within thirty days of receipt of this letter. If Defendants do not provide to Plaintiff and members of the putative Class defined below the relief requested herein within thirty days, Plaintiff will amend her complaint to include a claim for monetary damages for violations of the CLRA.

Wal-Mart Stores, Inc.
February 10, 2015
Page 2

Plaintiff has filed a putative class action lawsuit on behalf of herself and two proposed classes: a nationwide class comprised of all persons within the United States who purchased and/or used Wall-mart's "Spring Valley" brand, Walgreen's "Finest Nutrition" brand, Target's "Up & Up" brand, and GNC's "Herbal Plus" brand herbal dietary supplements during the period February 2, 2011 through the present ("Class Period"), and a California class comprised of all persons within California who purchased and/or used Wall-mart's "Spring Valley" brand, Walgreen's "Finest Nutrition" brand, Target's "Up & Up" brand, and GNC's "Herbal Plus" brand herbal dietary supplements during the Class Period.

As detailed in the complaint, the investigation results of the New York Office of the Attorney General ("NY AG") to date have revealed that the Defendants' "private-label" store brand herbal dietary supplements do not contain the herbal ingredient identified on the product labels or contain only trace amounts thereof, and actually contain other ingredients that are not identified on the product labels. *See* February 2, 2015 "Cease and Desist" Notification. This poses serious risks to public health and safety because consumers cannot reasonably know what is contained in any given supplement product in order to ascertain whether the ingredients contained in the purchased supplement product may cause an adverse allergic reaction or adversely interact with other prescription medications. Moreover, consumers are paying to purchase and ingest certain herbal ingredients identified on the label that Defendants are not providing or only providing trace amounts thereof. As alleged in the enclosed complaint, Defendants have had actual knowledge or should reasonably have known that the supplements they manufacture, market, distribute and/or sell do not contain the ingredient identified on the product label or only contain trace amounts thereof, yet have done nothing to remedy the problem. Moreover, as set forth in the enclosed complaint, Defendants have made material omissions regarding all of the ingredients contained in the products.

Defendants have failed to issue a recall or provide any notice to consumers here in California or across the Nation, or to take other appropriate remedial action to ensure that consumers are not put further at risk as a result of the products that are still out there on the market or are being manufactured for future use.

Plaintiff and Class members are "consumers," as defined by California Civil Code section 1761(d), who purchased the dietary supplement products manufactured, marketed, distributed and/or sold by Defendants. Defendants are "persons" under California Civil Code section 1761(c). The herbal dietary supplement products sold by Defendants under "private-label" store brands, as identified on the NY AG's February 2, 2015 letter, are "goods" under California Civil Code section 1761(a). As a result of the unfair and deceptive acts or practices described herein and in the enclosed complaint, Defendants violated, and continue to violate, the CLRA, specifically, California Civil Code section 1770(a), in the following respects, without being limited thereto: (1) representing their store-brand dietary supplement products have characteristics, uses, benefits, and qualities which they do not have (Cal. Civ. Code § 1770(a)(5)); (2) representing these products are of a particular standard, quality, and grade when they are not (Cal. Civ. Code § 1770(a)(7)); and

Wal-Mart Stores, Inc.
February 10, 2015
Page 3

(3) advertising these products through product labeling with the intent not to sell them as advertised (Cal. Civ. Code § 1770(a)(9)).

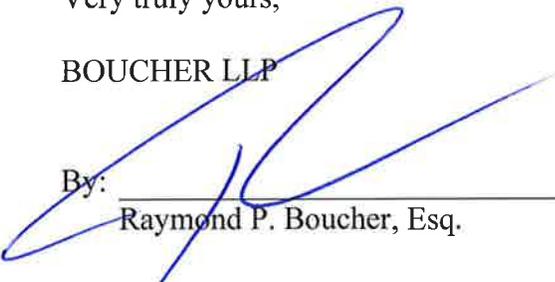
Had Plaintiff and absent Class members known that the Defendants' store-brand dietary supplement products did not contain the herbal ingredient identified on the product labeling or only trace amounts thereof, and contained other unidentified ingredients, they would not have purchased or used these products and/or paid as much for them. Moreover, Plaintiff has incurred actual damages from purchase of Defendants' dietary supplements during the Class Period. Because of its violations of the CLRA detailed above, Defendants have caused and continue to cause actual damage to Plaintiff and the Class, and, if not stopped, Defendants will continue to harm them.

Accordingly, pursuant to California Civil Code section 1782(a)(2), Plaintiff demands that Defendants "correct, repair, replace or otherwise rectify" the above violations. Specially, Plaintiffs demand that Defendants provide the relief request below pursuant to California Civil Code section 1782(c): (1) Identify, or make a reasonable effort to identify, all consumers who purchased Defendants' herbal dietary supplement products during the Class Period; (2) Notify all such consumers that, upon their request, Defendants will make the appropriate correction, repair, replacement, or other remedy, such as provide a full refund of the purchase price of the product and/or restitution or compensation of any other monies paid as a result of purchase and/or use of such products during the Class Period; (3) Perform the correction, repair, replacement, or other remedy as set forth above in a reasonable amount of time; and (4) Cease to engage in the methods, acts or practices outlined at length above and in the enclosed complaint. Of course, Defendants' compliance with these requests would be subject to proposed Class Counsel's review of appropriate financial information detailing all relevant sales and remediation efforts. Plaintiff also requests that Defendants agree to cover all claims administration costs and expenses, as well as reasonable attorneys' fees.

Should the above actions not be taken by Defendants within thirty days from its receipt of this letter, Plaintiff will amend the enclosed complaint to include claims for actual, punitive, and all other monetary damages permitted by the CLRA.

Very truly yours,

BOUCHER LLP

By: 

Raymond P. Boucher, Esq.

RPB:sh

Encl.: Complaint

cc: Law Offices of Sahag Majarian II

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 5 Woodland Hills, California 91367-4903
 Tel: (818) 340-5400
 6 Fax: (818) 340-5401

7 Sahag Majarian II, SBN 146621
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 8 LAW OFFICES OF SAHAG MAJARIAN II
 18250 Ventura Boulevard
 9 Tarzana, California 91356
 Tel: (818) 609-0807
 10 Fax: (818) 609-0892

11 *Attorneys for Plaintiff Victoria*
Shahrashian and All Others Similarly
 12 *Situated*

13 **UNITED STATES DISTRICT COURT**

14 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

15 VICTORIA SHAHRASHIAN,
 Individually and on behalf of All Others
 16 Similarly Situated,

17 Plaintiff,

18 v.

19 WAL-MART STORES, INC., a
 Delaware Corporation; WALGREEN
 20 CO., an Illinois Corporation; TARGET
 CORPORATION, a Minnesota
 21 Corporation; GNC HOLDINGS, INC.,
 a Delaware Corporation; and DOES 1-
 22 10, Inclusive,

23 Defendants.

Case No. 2:15-cv-00978

PLAINTIFF VICTORIA
 SHAHRASHIAN'S DECLARATION
 RE: CONSUMERS LEGAL
 REMEDIES ACT VIOLATIONS [Cal.
 Code of Civ. Proc. § 1780(d)]

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4. I purchased the herbal dietary supplements that are the subject of this action from Defendants’ stores within the State of California, including stores within the Central District of California and the County of Los Angeles. I also observed the alleged misrepresentations and omissions relating to the herbal dietary supplements that are the subject of this action within Defendants’ stores in the County of Los Angeles .

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct.

Executed this 10th day of February, 2015, at ^{Pasadena} _____, California.



VICTORIA SHAHRASHIAN